IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

CHAMBER SUMMONS NO.136 OF 2006
IN
EXECUTION APPLICATION (L) NO.48 OF 2006

M/s.Singhal Merchandise (I)
Private Limited ... Claimants

versus

Henry Garg ... Respondent

Shri A.M.Saraogi for claimants.
Shri Henry Garf - respondent in person present.

CORAM : S.C.DHARMADHIKARI, J.
DATE : 22nd March 2006
PC :

1. Shri Saraogi appearing for the claimants/ decree holders tenders consent terms between claimants-respondent. Respondent is present in person. He has signed the consent terms. He has been explained the consequences which are provided in the consent terms. Respondent is familiar and conversant and can read and right in English Language.

2. The award, execution of which is being made by this execution application, provides for payment of money and on failure to do so within the time stipulated, an immovable property is

offered as security. All that is now being prayed is that the amount under the award having not been paid, physical possession of the security namely flat, would have to be handed over immediately; but Court Receiver would stand appointed by consent of parties, in execution and and undertaking to this Court by respondent that he would hand over physical possession of the flat on the expiry of time provided in the terms failing which it would be open for the Court Receiver to take forcible possession thereof and execute the award/decree.

3. Presently, the respondent has agreed and undertaken to occupy the flat as an Agent of the Court Receiver without payment of any compensation and on execution of an agreement in that behalf with the Court Receiver. In other words, there will be no security.

4. Consent terms signed by the claimants, their advocates and respondent are taken on record marked "X" for identification. Order in terms of consent terms. All concerned to act on an authenticated copy of this order duly issued by the Registry.

(S.C.DHARMADHIKARI, J.)